

[jluckasevic@gpwlaw.com](mailto:jluckasevic@gpwlaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I caused the foregoing *Notice of Attorney's Lien* to be served via the Electronic Case Filing (ECF) system in the United States District Court for the Eastern District of Pennsylvania on all parties registered for CM/ECF in the litigation.

Dated: November 2, 2022

/s/ Jason E. Luckasevic

Jason E. Luckasevic, Esquire

PA Bar No. 85557

11 Stanwix Street, Suite 1800

Pittsburgh, PA 15222

Phone: 412-471-3980

Fax: 412-471-8308

[jluckasevic@gpwlaw.com](mailto:jluckasevic@gpwlaw.com)

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE  
PLAYERS' CONCUSSION INJURY LITIGATION

No. 12-md-2323 (AB)

MDL No. 2323

THIS DOCUMENT RELATES TO:

# Plaintiffs' Master Administrative Long Form Complaint and

# PETITION TO ESTABLISH ATTORNEY'S LIEN

**KANAVIS McGHEE, Plaintiff**

Now comes the Petitioner, Jason E. Luckasevic, Esquire for Goldberg, Persky & White,

P.C., (“GPW”) pursuant to an executed retainer agreement, and states:

1. Petitioners are attorneys at law admitted to practice before the Courts within the Commonwealth of Pennsylvania, and file this Petition to establish a lien for attorney's fees as set forth hereinafter.

2. On or about March 18, 2021, the Honorable John C. Cooper, Circuit Judge of the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida entered an Order approving the transition and assignment of the Howard & Associates, Attorneys at Law, P.A., NFL Concussion litigation cases to the Assignee, Larry S. Hyman and Goldberg, Persky & White, P.C.

3. On May 1, 2022, The Honorable Darren D. Farfante entered an Order in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida approving Goldberg, Persky & White’s representation to include the pursuit of fees and costs owed to the Assignee, Larry S. Hyman for attorney charging liens.

4. Shenag PC, Virage SPV, Howard & Associates, Attorneys at Law, P.A. (the “**Howard Firm**”), and Phillip T. Howard entered into an Amended Multiparty Agreement as of April 15, 2019 (the “**Multiparty Agreement**”), and Shenag PC and the Howard Firm entered into an Amended and Restated Co-Counsel Agreement dated as of April 15, 2019 (the “**Co-Counsel Agreement**”). The terms thereof provided funding to Shenag, PC for the costs advanced for MAF testing of the Howard and Shenag clients as well as a fee sharing arrangement.

5. On or about March 20, 2017, Howard & Associates were retained and employed by the Plaintiff, Kanavis McGhee, pursuant to a contingency fee agreement for legal services, to pursue a claim for injuries and damages allegedly caused by the National Football League’s conduct associated with football-related concussions, head, and brain injuries. (See Exhibit #1).

6. The Petitioners claim the right to have a lien for legitimate attorney’s contingent fees during the time of the Howard/Shenag relationship and reimbursement of all legitimate costs and expenses during the Howard/Shenag relationship established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Plaintiff in this action.

7. This request, as it relates to the Howard/Shenag relationship, for reimbursement of fees and legitimate costs and expenses expended is consistent with Doc 11565-2 whereby Magistrate Judge Strawbridge recognized the relationship which existed between Howard & Associates and Shenag PC, and further recognized that Howard & Associates is entitled to attorney’s fees and reimbursement of all legitimate costs and expenses associated with the joint representation offered to the co-counseled clients between the firms.

WHEREFORE, the Petitioners pray:

- (1) That an attorney’s lien be established;
- (2) That the amount of the lien be determined;

- (3) That the Court order that Petitioner be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
- (4) That the Defendant or the Defendant's insurer be prohibited from paying to the Plaintiff and/or his present lawyer any sums of money until said lien has been satisfied; and
- (5) For such other further relief as this Court deems just.

Dated: November 2, 2022

Respectfully submitted,

GOLDBERG, PERSKY & WHITE, P.C.

/s/ Jason E. Luckasevic

Jason E. Luckasevic, Esquire

PA Bar No. 85557

11 Stanwix Street, Suite 1800

Pittsburgh, PA 15222

Phone: 412-471-3980

Fax: 412-471-8308

[jluckasevic@gpwlaw.com](mailto:jluckasevic@gpwlaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I caused the foregoing *Petition to Establish Attorney's Fees* to be served via the Electronic Case Filing (ECF) system in the United States District Court for the Eastern District of Pennsylvania on all parties registered for CM/ECF in the litigation.

Dated: November 2, 2022

/s/ Jason E. Luckasevic

Jason E. Luckasevic, Esquire

PA Bar No. 85557

11 Stanwix Street, Suite 1800

Pittsburgh, PA 15222

Phone: 412-471-3980

Fax: 412-471-8308

[jluckasevic@gpwlaw.com](mailto:jluckasevic@gpwlaw.com)

# Howard & Associates Attorneys at Law, P.A.

Dr. Tim Howard, J.D., Ph.D., Senior Partner\*  
Florida Supreme Court Certified Mediator

Howard & Associates, P.A.  
2120 Killarney Way, Suite 125  
Tallahassee, Florida 32309  
(850) 298-4455  
(850) 216-2537  
Tim@howardjustice.com

Cambridge Office  
8 Museum Way Ste. 2407  
Cambridge, MA 02141  
(857) 277-0990  
Tim@howardjustice.com

Cambridge Graduate University  
One Broadway, 14<sup>th</sup> Floor  
Cambridge, MA 02142  
(617) 475-0201  
(877) 645-6225 (6-GLOBAL)  
president@cguglobal.net

## RETAINER AGREEMENT & POWER OF ATTORNEY

### 1. Scope and Conditions

This document (the "Agreement" hereinafter) is between Karavick McGhee (the "Client" hereinafter) and Howard and Associates, P.A. (the "Attorneys" hereinafter) to represent and potentially file claims and/or lawsuits, on the Client's behalf, in relation to the IN RE NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION (No. 2:12-md-02323-AB) Final Settlement Agreement. Representation is limited to: 1) evaluating and potentially filing a claims packet with the claims administrator, on the Client's behalf, and 2) the Attorneys may also pursue, on the Client's behalf, claims against any other person, firm or corporation the Attorneys deem responsible for damages suffered and arising out of the effects of mild traumatic brain injury caused by the concussive and sub-concussive impacts experienced by former National Football League ("NFL" hereinafter) football players. The Attorneys may also pursue claims through filing formal complaints either individually, or as part of a class action, in either state or federal court, or both.<sup>1</sup> The Attorneys make no promise or guarantee regarding the outcome of this matter, and retain sole discretion as to whether to pursue any appeal.

The Attorneys reserve the right to withdraw from representation, upon reasonable notice given to the Client. The Client agrees to abide by the Agreement, and to keep the Attorneys informed of both current developments that relate in any meaningful way to the Client's causes of action, and the Client's current contact information.

### 2. Costs

If the Attorneys advance funds on behalf of the Client, in the representation of the Client, they are entitled to be reimbursed from any recovery for such amounts as they have reasonably advanced on behalf of the Client, as follows:

**A. Common Costs:** Common costs (experts we have retained to build our cases, theories and economic models generally which all clients will benefit from, general travel costs and related expenses

<sup>1</sup> Plaintiffs seek to hold the NFL responsible for their injuries under various theories of liability, including that the NFL allegedly breached a duty to NFL football players to warn and protect them from the long-term health problems associated with concussions and that the NFL allegedly concealed and misrepresented the connection between concussions and long-term chronic brain injury.

In the event that fees are recovered from any adverse party, this Agreement is not to be construed as a limitation on the maximum reasonable fee to be awarded to the Attorneys by the Court. Any fees awarded by the Court and paid by a defendant will be credited against the sums due from the Client, and the Attorneys will retain any excess.

If it is determined that one or more of the responsible parties is a governmental agency and that the recovery and/or attorney's fees are limited by law against the party, it is understood that the attorney's fee, with respect to recovery from that particular party, shall be the amount provided by law.

It is agreed and understood that this employment is on a contingency fee basis, and, if no recovery or savings is made, the Client will not be indebted to the Attorneys for any sums whatsoever as attorney's fees and costs.

The Client hereby authorizes the Attorneys to endorse any checks made payable to the Client to avoid any delay in processing recovery of claims.

#### **4. Withdrawal / Discharge**

It is agreed and understood that if the Attorneys, in their sole discretion, should at any time not want to proceed further with the prosecution of any claims, then they may withdraw as counsel and they are free from any further obligations under this Agreement.

In the event that the Attorneys are discharged from representation, or withdraw for just cause, the costs incurred or forwarded by the Attorneys on the Client's behalf shall constitute a lien on the Client's claims and any recovery thereon from any source. Compensation for the Attorneys' time devoted to the handling of the Client's claims shall constitute a lien on any recovery on said claims which shall be discharged from any further settlement or judgment on said claims, prior to any disbursement of any proceeds from that settlement or judgment.

#### **5. Separate Claim**

It is agreed and understood that should the Attorneys be required to file a separate claim in an effort to effect recovery in the Client's claims for damages, and should they be awarded attorneys' fees by the court as a consequence of that claim, said attorneys' fees will be considered separate from the amount of fees the Attorneys are entitled to as set forth above in this agreement.

#### **6. Division of Fees**

The Client hereby understands that there may be a division of fees between lawyers who are not in the same firm.

The Client hereby understands that the Attorneys, in their sole discretion, shall determine among themselves how to allocate their fees, and the Client hereby authorizes and agrees to the division of the fee in any manner that the Attorneys deem to be fair and reasonable. The Client hereby understands that circumstances may alter the Attorneys' proportionate share of the fees. The Attorneys agree to provide the Client with information concerning their division of fees upon request.



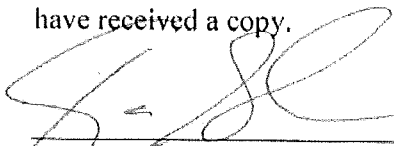
The Client further understands and agrees that each law firm assumes joint legal responsibility for representation of the Client and agrees to be available for consultation.

**7. Cancellation**


This Agreement may be canceled by written notification to the Attorneys at any time within (3) business days of the date the contract was signed, as shown below, and if canceled, the Client shall not be obligated to pay any fees to the Attorneys for the work performed during that time. If the Attorneys have advanced funds to others in representation of the Client, the Attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the Client.

**8. Signature of the Parties**

I, the Client, hereby agree to employ the Attorneys (Howard & Associates) under the above listed conditions. This contract contains our entire agreement and is not valid unless signed by both parties. I have received a copy.

  
\_\_\_\_\_  
Client (Signature)

3/21/2017  
Date

  
\_\_\_\_\_  
Attorney

3/22/17  
Date

Employment is accepted on the foregoing terms.

Tim Howard, J.D., Ph.D.  
Florida Bar No.: 655325  
HOWARD & ASSOCIATES, P.A.  
2120 Killarney Way, Suite 125  
Tallahassee, Florida 32309  
Office: (850) 298-4455  
Fax: (850) 216-2537  
Tim@howardjustice.com